



Loudoun County, Virginia

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## REQUEST FOR PROPOSAL

### **PURCHASE OF MANUFACTURED HOUSING UNIT FOR NEERSVILLE FIRE & RESCUE**

ACCEPTANCE DATE: Prior to 4:00 p.m. May 31, 2007 local "Verizon" time

RFP NUMBER: QQ-01331

ACCEPTANCE PLACE Department of Management and Financial Services  
Division of Procurement, MSC #41C  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

Donald R. Legg, CPPO  
Assistant Purchasing Agent  
From Metro Washington Area: 478-8419  
From Other Areas: (703) 777-0403  
Facsimile: (703) 771-5097  
E-Mail address: Donnie.Legg@loudoun.gov

Issue Date: May 8, 2007

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF  
DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE  
CONTACT THIS DIVISION AS SOON AS POSSIBLE.



# **REQUEST FOR PROPOSAL**

## **PURCHASE OF MANUFACTURED HOUSING UNIT FOR NEERSVILLE FIRE & RESCUE**

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Prepared By: Donald R. Legg, CPPO /s/ Date: May 8, 2007  
Assistant Purchasing Agent

QQ-01331



# **PURCHASE OF MANUFACTURED HOUSING UNIT FOR NEERSVILLE FIRE & RESCUE**

## **1.0 PURPOSE**

The intent of this Request for Proposal and the resulting contract is to purchase and install one (1) manufactured housing unit (i.e., trailer or "mobile home") to be located on the property of Neersville Fire & Rescue located at 11762 Harpers Ferry Road, Purcellville, Virginia.. The unit shall be new construction. Proposals must include the costs for the housing unit, all labor, equipment, materials, permits, and fees to furnish, deliver, set-up, block, level, anchor, addition of skirt, installation of all decks, stairs, ramps and landings. The contractor will connect all utilities at the buildings perimeter. Site improvements will be completed by the County.

Time is of the essence. The County desires delivery and complete installation of the unit by fall 2007.

## **2.0 SCOPE OF SERVICES**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein and in Attachments 1 – 3 (included).

## **3.0 COMPETITION INTENDED**

It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Agent must receive such notification not later than fifteen (15) days prior to the date set for acceptance of proposals.

## **4.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES**

The Proposal Format section sets forth criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

### **4.1 Proposal Analysis Group**

The Proposal Analysis Group (PAG) will be made up of the following members:

Representatives from the Loudoun County Fire-Rescue Office;  
Representatives from the Office of Capital Construction and,  
Assistant Purchasing Agent.



#### 4.2 Schedule

Proposal due -May 31, 2007

Final ranking announcement – June 22, 2007

#### 4.3 Evaluation Process

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The PAG will read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- A. Ability to meet or exceed all technical requirements, proposed schedule, and the configuration and program requirements of the proposed unit. (35 points)
- B. Credentials, experience and demonstrated ability of the Contractor to perform. (20 points)
- C. Compliance with contractual terms and overall quality and completeness of proposal submission. (10 points)
- D. Cost of services. (35 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

### 5.0 **PROPOSAL FORMAT**

Offerors are to make written proposals that present the offeror qualifications and understanding of the work to be performed. Offerors shall address each of the specific topics listed below as just a **minimum** of their submissions. Failure to include any of the requested information may be ample cause for proposal to be considered non-responsive and rejected.

- 5.1 Ability to meet or exceed all technical requirements, the proposed schedule, and the configuration and program requirements of the proposed housing unit.



- A. General floor plan to scale, depicting room dimensions, location/configuration of kitchen cabinetry and appliances and location/configuration of plumbing fixtures.
  - B. General elevation or image depicting exterior features.
  - C. General description/listing of standard features.
  - D. The manufacturer and type of manufactured housing unit being proposed and documentation that the unit being proposed meets all appropriate HUD requirements.
  - E. Proposed schedule for project delivery including lead time on fabrication of the unit, onsite installation and utility connections.
- 5.2 Credentials, experience and demonstrated ability of the Contractor to perform.
- A. Demonstration of similar project scopes installed on Owner's site within past two (2) years.
  - B. Descriptions of aspects of overall project where work may be done by subcontractors.
- 5.3 Compliance with contractual terms and overall quality and completeness of proposal submission.
- A. State your firm's compliance with the terms and conditions as listed in Section 7.0 of the RFP.
  - B. Specifically list any deviations.
- 5.4 Cost of services.

## **6.0 INSTRUCTIONS FOR PREPARING PROPOSALS**

### **6.1 Submission of Proposals**

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price proposals must be submitted at the same time in separate sealed containers. Technical information provided shall not include price or cost data. The inclusion of price or cost data in the Technical proposal may be cause for the proposal being rejected. The Price proposal shall be submitted on the Request for Proposal pricing forms if provided. Include other information as requested or required. The proposal container must be completely and properly identified. The face of the container shall



indicate the RFP number, time and date of acceptance, the title of the RFP, and whether it is the Technical or Price proposal. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to 1 Harrison Street, SE, 4th Floor, MSC #41C Leesburg, Virginia 20175. Faxed and e-mailed proposals will NOT be accepted.

## 6.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

## 6.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that it has received all addendums prior to submitting a proposal.

## 6.4 Inspection of Site

It is strongly recommended that offerors make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful offeror of its obligation to carry out the scope of the resulting contract. Inspections may be arranged by contacting Melissa Poole @ (703) 737-8054.

## 6.5 Completion

Proposal must show number of calendar days required to complete the project or services under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be

## 6.6 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the



Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

**6.7 Authority to Bind Firm in Contract**

Proposals **MUST** give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show **TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT**. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

**6.8 Preparation and Submission of Proposals**

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. Technical and price proposals are to be returned and submitted in separate sealed containers. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal (i.e., QQ-01331, prior to 4:00, PM, May 31, 2007, Purchase of Manufacturing Housing Unit for Neersville Fire & Rescue).
- D. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Verizon time on May 31, 2007. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments



to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- E. Each firm shall submit one (1) original and three (3) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

#### 6.9 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

#### 6.10 County-Furnished Support/Items

The level of support required from County personnel for the completion of each task shall be estimated by position and man-days.

Upon approval, the County will furnish one copy of the approved site plan for the project for reference: SPAM – 2006 – 0143.

#### 6.11 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

#### 6.12 References

All offerors shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, and telephone and FAX numbers. Failure to include references may be ample cause for rejection of proposal as non-responsive.



6.13 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

6.14 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County.

6.15 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

6.16 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

6.17 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

6.18 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner



necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

6.19 Debarment

By submitting a proposal, the offeror is certifying that he is not currently debarred by the County. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

6.20 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov](http://www.loudoun.gov)) and on the bulletin board located in the Division of Procurement, 4th floor, MSC #41C 1 Harrison St, SE, Leesburg, 20175.

6.21 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.html>. Certain isolated transactions or sales conducted through independent contractors do not require registration. Offerors should consult the Code of Virginia Section 13.1-757 for more information.

6.22 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement was conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

6.23 Work Plan

The offeror must provide a detailed work plan describing the individual tasks to be performed and the relative scheduling of those tasks including a detailed listing of County and offeror resources, according to skill level. All deliverable items should be identified and described.

6.24 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://irs.gov/pub/irs-pdf/fw9.pdf>



## **7.0 CONTRACT TERMS AND CONDITIONS**

### **7.1 Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of the Office of Capital Construction or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of the Office of Capital Construction or his authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

### **7.2 Delays**

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

### **7.3 Business, Professional, and Occupational License Requirement**

All Contractors or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

### **7.4 Payment of Taxes**

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

### **7.5 Insurance**

The Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from



or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$5,000	Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

D. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

E. Coverage Provisions

1. The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.
2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention or the



Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
4. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
5. The Contractor shall provide immediate written notice to the County before any cancellation, suspension, or void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.
6. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

#### 7.6 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.



## 7.7 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

## 7.8 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

## 7.9 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.



#### 7.10 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

#### 7.11 Employment Discrimination by Contractors Prohibited

Every Contract over \$10,000 shall include the following provision:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 7.12 Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees



for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**7.13 Faith-Based Organizations**

Loudoun County does not discriminate against faith-based organizations.

**7.14 Exemption from Taxes**

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or product provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including taxes on materials purchased by a Contractor for use on a construction project. Tax Exemption Certificates indicating the County's tax exempt status shall be furnished on request.

**7.15 Invoicing and Payment**

The Contractor shall submit invoices, in triplicate, at the completion of tasks and submission of deliverables; such statement to include a detailed breakdown of all charges for that period.

Invoices shall be based upon completion of tasks and deliverables. All such invoices will be paid promptly by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

All invoices shall be forwarded to the following address:

County of Loudoun, Virginia  
Office of Capital Construction  
ATTN: Melissa Poole  
211 Gibson Street, N.W., Suite 123  
MSC #49  
Leesburg, Virginia 20176



Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

#### 7.16 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

#### 7.17 Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

#### 7.18 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

##### A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.



B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

7.19 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief at the time of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

7.20 Compliance with the County's General Conditions and Standard Division I Specifications for Construction

The Contractor shall read the County's General Conditions and Standard Division 1 Specifications and agree to comply with same, including but not limited to all review deadlines identified in those documents.

7.21 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.



7.22 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

7.23 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

7.24 Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under the resulting contract and all subcontractors as they may utilize. Subcontractor who may perform work under this Contract shall be fully responsible to the Contractor. **The Contractor agrees to be fully responsible for their subcontractors and persons employed by them.**

7.25 Ownership of Documents

Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Contractor in the performance of its obligations under the contract shall be the exclusive property of Loudoun County, and all such materials shall be returned to Loudoun County upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of Loudoun County. However, the Contractor may retain file copies which cannot be used without prior written consent of Loudoun County. Loudoun County agrees that the Contractor shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

7.26 Submissions

All project correspondence, design/review documents, reports etc., prepared by the Contractor shall be distributed to the County's Project Manager for each major phase and subphase of the project in the quantities as directed. Within thirty (30) days of project completion of each phase submit a project completion report with project close out documents to the County's Project Manager.

7.27 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.



#### 7.28 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

#### 7.29 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

#### 7.30 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

#### 7.31 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:



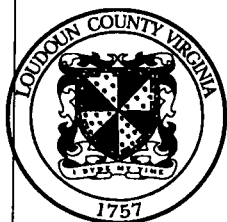
**TO CONTRACTOR:**

TBD

**TO COUNTY:**

County of Loudoun, Virginia  
Office of Capital Construction  
ATTN: Melissa Poole  
211 Gibson Street, N.W.,  
Suite 123  
P.O. Box 7000  
Leesburg, Virginia 20176





# Loudoun County, Virginia

Department of Management and Financial Services  
Division of Procurement  
1 Harrison Street, 4th Floor  
Leesburg, Virginia 20175

## **8.0 PURCHASE OF MANUFACTURED HOUSING UNIT FOR NEERSVILLE FIRE & RESCUE**

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

hereby proposes to provide the requested services as defined in Request for Proposal No. QQ-01331 for a total base fee of \$\_\_\_\_\_ (non-binding) broken down as follows:

1. Manufactured Housing Unit & Installation \$\_\_\_\_\_
2. Decks, Stairs and Ramps at Entries \$\_\_\_\_\_

I understand that the omission of any items listed below from this proposal shall be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all addenda.

1. Any and all Addenda.
2. One (1) original and three (3) copies.
3. Proposal Format Information (Section 5.0)

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail : \_\_\_\_\_

Name and title of person authorized to bind the Firm:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



References for: \_\_\_\_\_

Bidders shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_

2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_

3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_

4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_

5. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_



### HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01331

Please take the time to mark the appropriate line and return with either your proposal or no proposal.

- |  |   |
|--|---|
| <input type="checkbox"/> Associated Builders & Contractors | <input type="checkbox"/> Loudoun Co Small Business Development Center |
| <input type="checkbox"/> Bid Net                           | <input type="checkbox"/> Loudoun Times Mirror                         |
| <input type="checkbox"/> Builder's Exchange of Virginia    | <input type="checkbox"/> Our Web Site                                 |
| <input type="checkbox"/> Construction Market Data          | <input type="checkbox"/> NIGP   |
| <input type="checkbox"/> Direct Mail from Loudoun County   | <input type="checkbox"/> The Plan Room                                |
| <input type="checkbox"/> Dodge Reports                     | <input type="checkbox"/> Valley Construction News                     |
| <input type="checkbox"/> LS Caldwell & Associates          | <input type="checkbox"/> Virginia Business Opportunities              |
| <input type="checkbox"/> Loudoun Co Chamber of Commerce    | <input type="checkbox"/> VA Dept. of Minority Business Enterprises    |
|  | <input type="checkbox"/> RAPID  |
| <input type="checkbox"/> Other _____                       |   |

### SERVICE RESPONSE CARD

QQ-01331

Date of Service: \_\_\_\_\_

#### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

Please return completed form with your proposal or send to: Patty Cogle • Management Services •  
PO Box 7000 • Leesburg, VA 20177



# PURCHASE OF MANUFACTURED HOUSING UNIT FOR NEERSVILLE FIRE & RESCUE

## PROPOSAL EVALUATION MATRIX

FIRM: \_\_\_\_\_

		MAXIMUM POINTS	SCORE
1.	<b>Ability to meet or exceed all technical requirements, proposed schedule, and the configuration and program requirements of the proposed housing unit.</b>  General Comments/Clarifications/Questions: _____ _____	35	_____
2.	<b>Credentials, experience and demonstrated ability of the Contractor perform.</b> General Comments/Clarifications/Questions: _____ _____	20	_____
3.	<b>Compliance with contractual terms and overall quality and completeness of proposal submission.</b> General Comments/Clarifications/Questions: _____ _____	10	_____
4.	<b>Cost of services.</b> General Comments/Clarifications/Questions: _____ _____ _____	35	_____
TOTAL		100	_____

Name of Evaluator: \_\_\_\_\_ Date \_\_\_\_\_



## ATTACHMENT 1

### **PURCHASE OF MANUFACTURED HOUSING UNIT FOR NEERSVILLE FIRE & RESCUE**

#### **PROJECT DESCRIPTION**

The successful offeror will provide and install one manufactured housing unit (i.e. trailer or "mobile home") approximately 1200 – 1300 SF overall, including appropriate piers/footings, tie-downs, skirting, decks, stairs and ramps at entries, associated permitting and utility connections required at the existing Neersville Fire & Rescue Station. Neersville Fire & Rescue is located at 11762 Harpers Ferry Road in Purcellville, Virginia, on the east side of Route 671.

The unit must be oriented and sited in a manner that is operational for the overall station and provide direct access to the back apparatus bays. See Attachment 3 for site plan and existing building configuration. The housing unit shall be installed, located and oriented in accordance with the site plan. All permitting required with full delivery and installation of the unit is the responsibility of the contractor.

The manufactured housing unit is to be newly fabricated and shall be constructed in conformance with all federal code requirements per the Department of Housing and Urban Development (HUD) that cover single- or multi- section homes, transport of homes to sites and installation. All homes submitted must be certified to meet all HUD requirements for manufactured housing by a licensed manufacturer, dealer, broker or sales center and must display the required HUD certification label. Additionally, all requirements of the Virginia Department of Housing and Community Development (DHCD) regarding the manufactured housing industry through the Virginia Manufactured Home Safety Regulations (MHSR) and the Virginia Manufactured Housing Licensing and Transaction Recovery Fund Regulations (Licensing Regulations) must be met.

All mounting and anchoring requirements for the unit shall be in accordance with the applicable requirements of the Virginia Uniform Statewide Building Code (VUSBC), 2003 International Building Code (IBC), and the Loudoun County Building Official.

**Schedule:** Loudoun County Office of Capital Construction seeks full delivery and installation of the unit no later than 90 days following contract award. To the extent possible, delivery should be complete prior to that timeframe. A proposed schedule will be required of the offeror with proposal.

**Work by others:** Site improvements will be completed by the County. This will include, but not be limited to, the installation of all utilities to the building perimeters (as shown on the site plan). An upgrade of the existing onsite septic system is currently in design. Connection to that existing system or to a temporary pump-and-haul system will be required of the successful offeror as part of the utility connection portion of the scope of this project.



**Coordination of work:** The successful offeror is required to connect all utilities and provide building foundations/footings. Coordination will also be required with County contractors who will install cabling for phone and data to meet County requirements.

**Essential Program Requirements:**

Total unit square footage is not to exceed 1300 GSF or an overall unit size not to exceed 24'-0" x 48'-0" (with hitch removed). Entrance/access stairs may extend beyond that building "footprint".

See Attachment 2 for sample housing unit layout.

Refer to Attachment 3 for overall layout of decks, stairs, ramps required. Further detail regarding layout can be provided.

General program requirements for each space include:

Space/Function	Approx. Net SF	Approx. Minimum Dimension in 1 Direction	Required Features
Bedroom 1 (Master)	135 SF	11'-0"	closet
Bedroom 2	95 SF	8'-6"	closet
Bedroom 3	95 SF	8'-6"	closet
Bath 1 (Master)	55 SF	5'-0"	single sink vanity; shower required
Bath 2	40 SF	5'-0"	single sink vanity; shower required
Kitchen	100 SF	8'-0"	standard appliances - sink, refrigerator, electric stove
Dining/Breakfast Area	70 SF	8'-0"	
Living Area	150 SF	11'-0"	
Utility Room/Closet(s)	**	**	
Closets	**	**	coat, linen
Circulation	**	**	

\*\* Square footage and minimum dimensions as required for overall floor plan layout.

**Housing Unit Specifications:**

Foundations:

- As approved by the Loudoun County Building Official, including piers and tie-downs rated for hurricane force winds.



**Exterior Features:**

- Built on permanent chassis with removable hitch
- Vinyl insulated windows with Low-E glass
- Decks and access stairs/ramps to be of wood construction conforming to VUSBC and IBC
- Supporting members and decks to be pressure-treated lumber
- All exterior materials including skirting, siding and roofing materials to be submitted by contractor for approval

**Fixtures/Appliances:**

- Standard Kitchen appliances (Energy Star preferred)
- Stainless steel Kitchen sink
- Single vanities in Bathrooms
- Minimum one Bathroom with standard tub and one Bathroom with shower stall
- Mirrors, toilet paper dispensers, towel bars and other accessories in Bathrooms
- Exhaust fan in Bathrooms
- No washer/dryer required

**Finishes:**

- Finished drywall throughout or equivalent finished panel materials
- Carpet in Living Room and all Bedrooms
- Sheet vinyl flooring (or similar sheet product) in Kitchen, Dining/Breakfast Area, Utility Room/Closets, Entry-ways and all Bathrooms
- Kitchen cabinets with adjustable shelving
- Laminate self-edged countertops

**Utilities/Systems:**

- Minimum 100 AMP Electrical Panel Box for service
- 30 Gallon Electric Hot Water Heater
- Electric Forced Air Heat
- Central Air Conditioning
- Water Main Shut-Off
- Smoke Detection
- Connection to onsite septic system (or temporary pump and haul)

**Submittals required after award:**

- 1) The successful offeror will be required to submit color and material samples to the County for approval of all finished surfaces including exterior materials.
- 2) Full drawings demonstrating design in conformance with the referenced HUD (for manufactured homes/trailers), Virginia Uniform Statewide Building Code (VUSBC), and 2003 International Building Code (IBC) requirements to include the unit and its installation onsite. All documentation required for the offeror to obtain all required permits required for complete delivery and installation of the manufactured housing unit.



**Permit Requirements (County of Loudoun):**

Zoning Permit:	Provided by Loudoun County Fee Waived.
Building Permit:	Contractor Responsibility Source: Department of Building & Development Fee Waived.
Electrical Permit:	Contractor Responsibility Source: Department of Building & Development Fee Waived.
Mechanical Permit:	Contractor Responsibility Source: Department of Building & Development Fee Waived.
Plumbing Permit:	Contractor Responsibility Source: Department of Building & Development Fee Waived.
Business License:	Contractor Responsibility Fee Required.

**SOURCES**

County of Loudoun  
Department of Building and Development  
1 Harrison Street 2nd Floor  
Leesburg, VA 20175 (703)777-0220

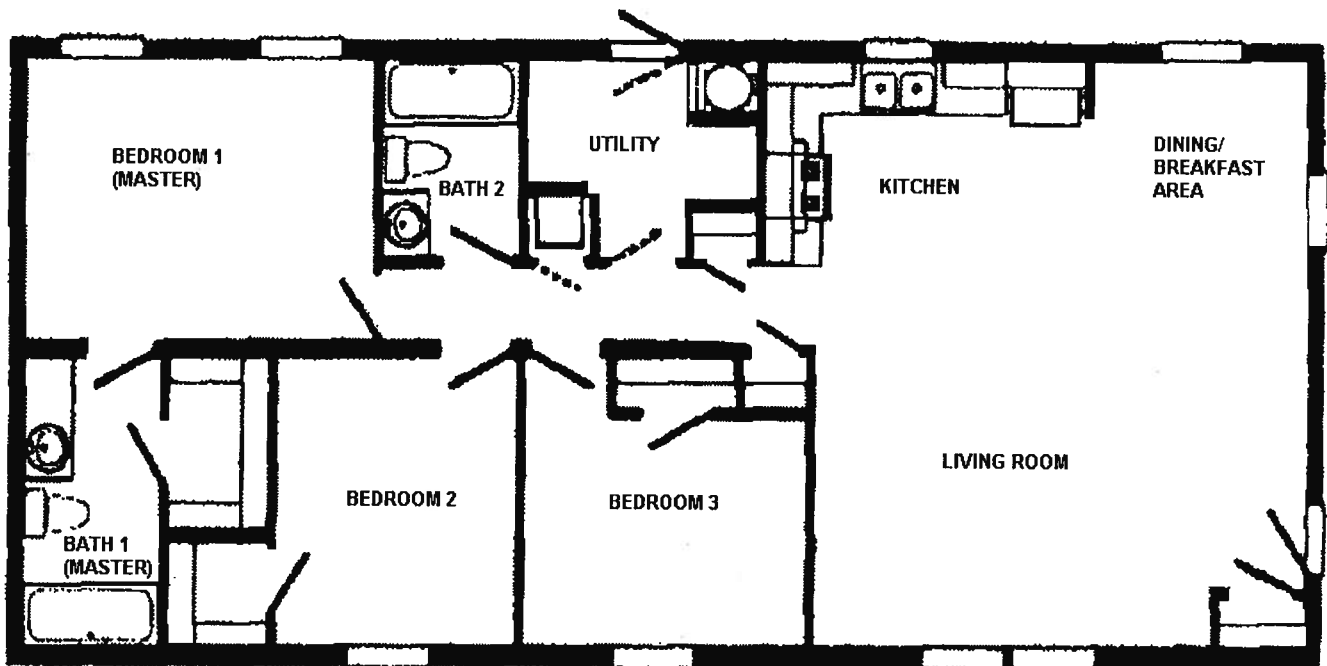
County of Loudoun  
Fire Marshal's Division  
224 Cornwall Street  
Leesburg, VA 20176 (703)771-5440

County of Loudoun  
Health Department  
1 Harrison Street 2nd Floor  
Leesburg, VA 20175 (703)777-0234



ATTACHMENT 2  
PURCHASE OF MANUFACTURED HOUSING UNIT FOR  
NEERSVILLE FIRE & RESCUE

SAMPLE UNIT LAYOUT



Shown for Reference



**ATTACHMENT 3**  
**PURCHASE OF MANUFACTURED HOUSING UNIT FOR**  
**NEERSVILLE FIRE & RESCUE**

**PROPOSED SITE PLAN**

(Site Plan Amendment SPAM-2006-0143)

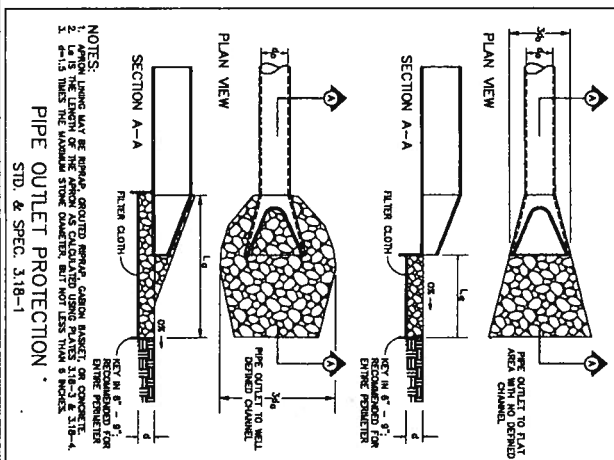
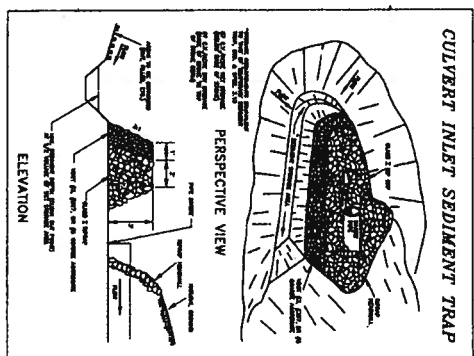
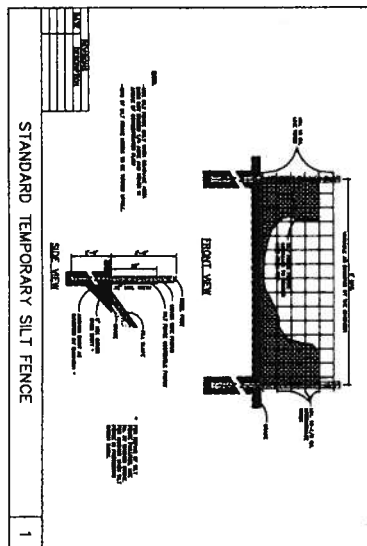












**NOTES:**

1. JOINTS JOINING MAY BE REPAIR- GROUTED PERMAN. CASING MARKET, OR CONCRETE.

2. IF JOINTS ARE NOT REPAIRED, THE MAXIMUM ALLOWABLE LENGTH OF PIPE SHALL BE 10'-6"

3. 1" & 1 1/2" THICKS THE MAXIMUM STONE COARSENESS, BUT NOT LESS THAN 8 INCHES.

**PIPE OUTLET PROTECTION**

STD. & SPEC. 3.18-1

RECOMMENDED FOR  
DRIVE PILE INSTALLATION



MISS UTILITY OF VIRGINIA



**SEDIMENT AND EROSION  
CONTROL DETAILS**  
NEERSVILLE VOLUNTEER FIRE  
AND RESCUE STATION  
1762 HARPER'S FERRY ROAD  
PURCELLVILLE, VA 20132



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and Associates, Inc.**  
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Suite 400  
Herndon, Virginia  
20171  
Phone: 703-674-1300  
Fax: 703-674-1300  
Engineering, Planning, and Environmental Consultants

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